



Notice to Policyholders

IMPORTANT INFORMATION

Commercial Legal Expenses Insurance Policy –Sleepeasy –arranged by Lyon Insurance Services Limited

1) All references to Norwich Union are changed to Aviva. This is a change of name only –the insurer of your policy remains the same and the change of name has no effect on your policy terms and conditions.

The Definition of **We/Us/Our/Norwich Union/The Company** on P5 is restated as -

We/Us/Our/Aviva/The Company

Aviva Insurance Limited

and not as shown in your policy

The registered company details are restated as –

Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH. Authorised and regulated by the Financial Services Authority.

2) Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

3) Legal & Tax Helpline and the Commercial Legal Protection claim telephone numbers

With effect from the 1st June 2008, the Legal and Tax Helpline telephone number and the Commercial Legal Protection claim telephone number have both been changed to 0845 300 1899.

For our joint protection telephone calls may be recorded and/or monitored.

This notice forms part of your policy and should be retained with it.

Aviva Insurance Limited .
Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth, Scotland PH2 0NH.
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introduction

This is your Policy, explaining your insurance protection in detail.

Your premium has been based upon the information shown in the Norwich Union package policy schedule.

If after reading your policy you have any questions, please contact your local Norwich Union Office.

legal advice

As a Norwich Union package policyholder you automatically have access to our 24 hour Legal Helpline.

Our consultants will give you confidential advice over the phone on any legal matters affecting your business, under the laws of the United Kingdom.

They will tell you what your legal rights are, what courses of action are available to you and whether these can be best implemented by yourself or whether you need to consult with DAS Legal Expenses Insurance Company Ltd, who administer the claims service for this insurance on our behalf.

They will also give you confidential advice over the phone on any tax matters affecting your business, under the laws of the United Kingdom.

There are no consultation fees – all you pay for is the phone call.

Simply call us on (01738) 630005 and quote your policy number.

complaints procedure

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the services we offer.

What will happen if you complain

- ◆ We will acknowledge your complaint within 2 working days of receipt
- ◆ We aim to resolve complaints within 5 working days
- ◆ Once an assessment and full investigation of your concerns has been made, we will respond with a decision.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps opposite. If however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1

Seek resolution by your insurance adviser or usual Norwich Union point of contact.

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2

Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number to:

The Chief Executive, Norwich Union

Insurance, Surrey Street, Norwich, NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3

Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1 The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (*if applicable*) the first named policyholder normally lives; or
- 2 In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales will apply.

the contract of insurance

Your policy is a contract between Us, Norwich Union and You, the Policyholder. The written proposal and declaration which You have signed will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You, subject to the terms and exceptions contained or endorsed on the policy

On behalf of Norwich Union



Patrick Snowball
Chief Executive, Norwich Union Insurance

This policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away.

You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the policy, or may result in the policy not operating fully.



**NORWICH
UNION**

CGU International Insurance plc
Registered Office: St Helen's 1 Undershaft London EC3P 3DQ
A member of the Aviva group A member of the General Insurance Standards Council

commercial legal expenses

Definitions

The following definitions apply to this policy and shall keep the same meaning wherever they appear in the policy.

Appointed Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for the Insured Person in accordance with the terms of the policy.

Business

Activities directly connected with the business described in Your proposal and specified in the Norwich Union package policy schedule.

Condition Precedent

A condition which must be complied with if We are to be liable for a claim.

Costs and Expenses

(a) Legal Costs

- ◆ All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis
- ◆ the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of DAS.

(b) Accountants Costs

A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.

(c) Attendance Expenses

The salary or wages of the Insured Person for the time that they are off work

- (a) to attend a court or tribunal hearing at the request of the Appointed Representative
- (b) as a defendant or while attending jury service.

We will pay for each half or whole day that the

- ◆ court
- ◆ tribunal
- ◆ employer of the Insured Person

will not pay for.

The amount We will pay is based on the following

- (a) the time the Insured Person is off work including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- (b) if the Insured Person
 - ◆ works full time, wages for each whole day equals 1/250th of the annual wages of the Insured Person
 - ◆ works part time, the wages will be a proportion of the weekly wages of the Insured Person.

DAS

DAS Legal Expenses Insurance Company Limited who administer this insurance on Our behalf.

Any claim should be sent to the Legal Claims Centre, DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

DAS can be contacted by telephoning (0117) 934 2000 between the hours of 9am and 5pm Monday to Friday.

Date of Occurrence

- 1 civil cases – when the cause of action accrued (other than Contingencies 4A, 4B or 4C)
- 2 criminal cases – when the Insured Person broke or is alleged to have broken the criminal law in question
- 3 Full Enquiries – when the Inland Revenue first notifies in writing the intention to make enquiries
- 4 in-depth investigations – when the Inland Revenue first issues the form IR72 or the Inland Revenue's Code of Practice 2
- 5 Employer's Compliance and Value Added Tax disputes – when the relevant authority sends an assessment or written decision to You.
- 6 Licence or Registration Appeals – When you first become aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate.

commercial legal expenses continued

Definitions *continued*

Full Enquiry

An extensive examination by the Inland Revenue which considers all aspects of Your tax affairs, excluding any enquiries which are limited to one or more specific aspects of Your self-assessment tax return.

Insured Person

- ◆ You
- ◆ any director of Yours, or partner, or proprietor of the Business
- ◆ any employee of Yours under a contract of employment with You.

Limit of Indemnity

The maximum amount that We will pay for Costs and Expenses in respect of any or all claims arising out of one cause is £50,000, subject to an overall limit of £500,000 in any one Period of Insurance.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Period of Insurance

From the effective date until the expiry date shown in the Norwich Union package policy Schedule and any subsequent period for which We accept payment for renewal of this policy.

We/Us/Our/Norwich Union/The Company

CGU Insurance plc

You/Your/Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association shown in the Norwich Union package policy Schedule.

Cover

We will indemnify the Insured Person in the terms of the following Contingencies arising in connection with the Business.

provided that

- 1 the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- 2 any legal proceedings will be dealt with by a court or other body which DAS agree to, within the Territorial Limits
- 3 in civil claims it is always more likely than not that the Insured Person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

For all Contingencies DAS will help in appealing or defending an appeal provided that the Insured Person tells DAS within the time limits that they want DAS to appeal. Before We pay any Costs and Expenses for appeals, DAS must agree that it is always more likely that the appeal will be successful.

If an Appointed Representative is used, We will pay the Costs and Expenses incurred for this.

The maximum We will pay is the Limit of Indemnity.

commercial legal expenses continued

Contingency 1A – Employment Disputes

DAS will represent You in defending Your legal rights

- 1 in legal proceedings in respect of any dispute with
 - ◆ an Insured Person
 - ◆ a former Insured Person
 - ◆ a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- 2 in legal proceedings in respect of any dispute with
 - ◆ an Insured Person
 - ◆ a former Insured Person
 - ◆ a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

- 3 in pursuing a civil claim against
 - ◆ an Insured Person
 - ◆ a former Insured Person

for an alleged breach of restrictive covenant contained in the contract of employment with You.

Exceptions

We will not provide indemnity in respect of

- 1 any employment dispute where the cause of action arises within the first 30 days of the start of this Cover
- 2 any dispute with an employee who was subject to a written or oral warning (formal or informal) within the 180 days prior to the start of this Cover and the Date of Occurrence was within the first 180 days of the start of this Cover
- 3 any claim alleging a breach of a restrictive covenant where the termination of the contract of employment was outside the period of insurance and where the breach is alleged to have occurred within the first 90 days of the start of this Cover
- 4 any claim in respect of damages for personal injury or loss of or physical damage to material property

Conditions Precedent to Contingency 1A

The following Conditions Precedent apply.

1 Performance and/or Conduct

It is a Condition Precedent to Our liability that in cases relating to performance and/or conduct You, throughout the dispute, have sought and followed advice from our 24 hour legal advice helpline.

2 Redundancy

It is a Condition Precedent to Our liability in respect of any dispute arising out of

- ◆ redundancy
- ◆ alleged redundancy
- ◆ unfair selection for redundancy

that You have sought and followed the advice of DAS prior to serving notice of dismissal.

Contingency 1B – Compensation Awards

We will indemnify You in respect of

- 1 any basic and compensatory award and/or
- 2 an order for compensation following a breach of Your statutory duties under employment legislation

in respect of a claim DAS have accepted under Contingency 1A.

Exceptions

We will not provide indemnity in respect of

- 1 non-payment of money due under the relevant contract of employment or related statutory provision
- 2 any compensation award related to the following
 - ◆ health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - ◆ statutory rights in relation to trustees of occupational pension schemes
 - ◆ statutory rights in relation to Sunday shop and betting work

commercial legal expenses continued

- 3 *any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998*
- 4 *any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non compliance with a reinstatement order or re-engagement order.*

Conditions Precedent to Contingency 1B

The following Conditions Precedent apply.

1 Performance and/or Conduct

It is a Condition Precedent to Our liability that in cases relating to performance and/or conduct You, throughout the dispute, have sought and followed advice from our 24 hour legal advice helpline.

2 Unlawful Discrimination

It is a Condition Precedent to Our liability in respect of an order of compensation following a breach of Your statutory duties under employment legislation that You have at all times sought and followed advice from our 24 hour legal advice helpline since the date You knew or should have known about the employment dispute.

3 Redundancy

It is a Condition Precedent to Our liability in respect of any compensation award for

- ◆ redundancy
- ◆ alleged redundancy
- ◆ unfair selection for redundancy

that You have sought and followed the advice of DAS prior to serving notice of dismissal.

4 Compensation Awards

It is a Condition Precedent to Our liability in respect of compensation awards that compensation

- (a) is awarded by a tribunal under a judgement made after full argument
- (b) is approved by DAS in writing.

Contingency 2 Legal Defence

At Your request DAS will

- 1 defend the legal rights of an Insured Person following
 - (a) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction and/or
 - (b) civil action taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998.
- 2 defend the legal rights of an Insured Person (other than You) if an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of
 - ◆ sex
 - ◆ race
 - ◆ disability
 - ◆ religious belief
 - ◆ political opinion
- 3 represent the Insured Person in appealing against the imposition or terms of an Improvement or Prohibition Notice under Health and Safety at Work etc. Act 1974 and the Data Protection Act 1998
- 4 represent You in appealing against the refusal of the Data Protection Commissioner to register Your application for registration
- 5 pay the Attendance Expenses of an Insured Person for jury service

provided that

- 1 in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
- 2 at the time of the insured incident, You are registered with the Data Protection Commissioner in respect of Contingency 2.1(b).

Exception

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

commercial legal expenses continued

Contingency 3A – Property Protection

DAS will negotiate for Your legal rights in any civil action relating to material property which is owned by You, or You are responsible for, following any event which causes physical damage to such material property.

Exceptions

We will not indemnify You in respect of any claim relating to

- 1 *a contract entered into by You other than a contract for the repair, renovation, reinstatement or decoration of real property which is owned by You, or You are responsible for*
- 2 *goods*
 - (a) *in transit*
 - (b) *lent or hired out*
 - (c) *at premises You do not occupy unless for*
 - ◆ *installation*
 - or*
 - ◆ *use in work to be carried out by You*
- 3 *mining subsidence*
- 4 *defending Your legal rights other than in defending a counter claim*
- 5 *a motor vehicle*
 - ◆ *owned, hired or leased by an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles*
 - ◆ *used by an Insured Person.*

Contingency 4A – Inland Revenue Investigations or Full Enquiries

DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of

- 1 *an in-depth investigation carried out by the Inland Revenue into Your business accounts and/or*
- 2 *a Full Enquiry carried out by the Inland Revenue.*

Contingency 4B – Employer's Compliance

DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- ◆ *Pay as You Earn*
- or*

- ◆ *Social Security Regulations*

following a review by the Inland Revenue or the Department of Social Security Contributions Agency.

Contingency 4C – VAT Disputes

DAS will negotiate on Your behalf and represent You in any appeal proceedings following an assessment by HM Customs and Excise in respect of Value Added Tax due.

Exceptions to Contingencies 4A, 4B and 4C

We will not provide indemnity in respect of any one claim

- 1 *caused by Your failure to register for Value Added Tax*
- 2 *arising from any investigations or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office*
- 3 *arising from any investigation or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences.*

commercial legal expenses continued

Condition Precedent to Contingencies 4A, 4B and 4C

The following Condition Precedent applies.

1 Reasonable Care

It is a Condition Precedent to Our liability that You have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

Contingency 5 – Contract Disputes

DAS will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on Your behalf for the sale of goods or services

provided that

- 1 You have entered into the agreement or alleged agreement during the Period of Insurance and the amount in dispute exceeds £250
- 2 the amount in dispute does not exceed £1000
- 3 if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceeds £250 and does not exceed £1000

Exceptions

We will not provide indemnity in respect of

- 1 any claim relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
- 2 a dispute with an Insured Person or a former Insured Person which arises out of or relates to a contract of employment with You
- 3 a dispute which arises from the Sale of computer hardware, software, systems or services which have been tailored to the customers own requirements
- 4 a dispute arising from a breach or alleged breach of professional duty by an Insured Person
- 5 the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Contingency 6 – Tenancy Disputes

DAS will negotiate for Your legal rights in a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

Exceptions

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

Contingency 7 – Statutory Licence Protection

DAS will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or British Standard Certificate of Registration.

Exceptions

- (1) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.

general exceptions – applying to all contingencies

- 1 We will not provide indemnity in respect of
 - (a) any claim reported to Us more than 180 days after the date the Insured Person should have known about the claim
 - (b) any Costs and Expenses incurred before the written acceptance by DAS of the claim
 - (c) fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
 - (d) any claim relating to
 - ◆ patents
 - ◆ copyrights
 - ◆ trademarks
 - ◆ merchandise marks
 - ◆ registered designs
 - ◆ intellectual property
 - ◆ secrecy and confidentiality agreements
 - (e) any claim deliberately or intentionally caused by the Insured Person
 - (f) a dispute with DAS not catered for in General Condition 7
 - (g) an application for judicial review
 - (h) any legal action an Insured Person takes which DAS or the Appointed Representative have not agreed to and/or
where the Insured Person does anything that hinders DAS or the Appointed Representative
 - (i) any claim caused by, contributed to by or arising from
 - ◆ ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - ◆ the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - ◆ war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - (j) the first £75 of each and every claim
- 2 We will not provide indemnity in respect of a claim notified under this policy when, either at the start of or during the course of the claim You
 - ◆ are bankrupt
 - ◆ have filed a bankruptcy petition or winding up petition
 - ◆ have made an arrangement with creditors
 - ◆ have entered into a deed or arrangement
 - ◆ are in liquidation
 - ◆ are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.
- 3 There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with any of the foregoingwhether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date
including without limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - ◆ recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - ◆ the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

general exceptions – applying to all contingencies

- 1 An Insured Person must
 - (a) keep to the terms and conditions of this policy
 - (b) notify Us immediately of any alteration which may materially affect Our assessment of the risk
 - (c) take reasonable steps to keep any amount We have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything DAS ask for, in writing
 - (f) give DAS full details of any claim as soon as possible and give DAS any information they need.
 - 2 (a) DAS can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time.

DAS can negotiate any claim on behalf of an Insured Person.

 - (b) If DAS agree to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending DAS the suitably qualified person's name and address.

DAS may choose not to accept the choice of representative, but only in exceptional circumstances.

If there is a disagreement over the choice of Appointed Representative, another suitably qualified person can be appointed to decide the matter.
 - (c) Before an Insured Person chooses a lawyer or accountant, DAS can appoint an Appointed Representative.
 - (d) An Appointed Representative will be appointed by DAS and represent an Insured Person according to the standard terms of appointment of DAS. The Appointed Representative must co-operate fully with DAS at all times.
 - (e) DAS will have direct contact with the Appointed Representative.
 - (f) An Insured Person must co-operate fully with DAS and the Appointed Representative and must keep DAS up to date with the progress of the claim.
 - (g) An Insured Person must give the Appointed Representative any instructions that DAS require.
- 3 (a) An Insured Person must tell DAS if anyone offers to settle a claim.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay any further Costs and Expenses.
 - (c) We may decide to pay the Insured Person the amount of damages the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 - 4 (a) If DAS ask, an Insured Person must tell the Appointed Representative to have Costs and Expenses
 - ◆ taxed
 - ◆ assessed
 - ◆ audited.
 - (b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay to Us any Costs and Expenses that are recovered.
 - 5 If an Appointed Representative refuses to continue acting for an Insured Person or an Insured Person dismisses an Appointed Representative, the cover We provide will end at once, unless DAS agree to appoint another Appointed Representative
 - 6 If an Insured Person
 - ◆ settles a claim
 - ◆ withdraws a claim without the agreement of DAS
 - ◆ does not give suitable instructions to an Appointed Representative

the cover We provide will end at once and We will be entitled to re-claim any Costs and Expenses paid by Us.
 - 7 If DAS and an Insured Person disagree about
 - ◆ the choice of Appointed Representative and/or
 - ◆ about the handling of a claim

DAS and the Insured Person can choose another suitably qualified person to decide the matter.

general conditions – applying to all contingencies continued

DAS and the Insured Person must both agree to this in writing.

If DAS cannot agree with the Insured Person about the choice of the second suitably qualified person, DAS will ask the president of a relevant national law society to choose a suitably qualified person.

Whoever loses the disagreement will have to pay the costs of settling it.

- 8 DAS may at their discretion require You to obtain an opinion from counsel at Your expense as to the merits of a claim or proceedings.

If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceeding, the cost of obtaining the opinion will be paid by Us.

- 9 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

- 10 All acts of Parliament within this policy wording will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

- 11 We may cancel the policy

- ◆ by sending You seven days written notice to Your last known address.
We will refund a proportionate part of the
- ◆ premium paid for the unexpired period
- ◆ immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

Important – Terrorism

Please note the policy excludes and/or limits cover in respect of the consequences of Terrorism. Full details of these restrictions and exclusions are freely available on request from your insurance adviser or intermediary.



**NORWICH
UNION**

A member of the Aviva group

CGU International Insurance plc Registered in England No 21487 Registered Office St Helen's 1 Undershaft London EC3P 3DQ

AR/0076/C/MS*12 - 52025 - 11/02

A member of the General Insurance Standards Council